SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 DESCRIPTION OF SERVICES

The Centers for Medicare & Medicaid Services (CMS) is responsible for the work conducted by the Partnership for Patients (PfP) initiative. The PfP is a priority initiative designed to reduce all-cause preventable inpatient harm by 40% and readmissions by 20%. The priority of the PfP will be to focus on the ten areas of harm identified in the Statement of Work. Although the PfP will not limit its work to these areas and will pursue the reduction of all-cause preventable harm, these focus areas are those for which content has been developed, learning activities conducted, and made available to hospitals participating in the partnership.

B.2 TYPE OF CONTRACT /PERIOD OF PERFORMANCE

The total **Firm Fixed Price of this completion contract is $X,XXX,XXX and is broken out as follows;**

Base Year	$X,XXX,XXX
Option Yr. 1	$X,XXX,XXX
Total	**$X,XXX,XXX**

B.3 PRICING /PAYMENT SCHEDULE

The Firm Fixed Price of the **Base Period Year** is _____.

Payments shall be made, unless otherwise negotiated, in equal increments for the Base Year as follows:

MONTH	PAYMENT	TOTAL
1-11	$___/per month	$X,XXX,XXX
12	$___/per month	$X,XXX,XXX
Total		$X,XXX,XXX

The Firm Fixed Price (if exercised) of **Option Year 1** is _____.

Payments shall be made, unless otherwise negotiated, in equal increments for Option Year 1 as follows:

MONTH	PAYMENT	TOTAL
1-11	$___/per month	$X,XXX,XXX
12	$___/per month	$X,XXX,XXX
Total		$X,XXX,XXX

Payments shall be subject to the following clause:

HHSAR 352.242-73 (JAN 2006)

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor as defined by the clause entitled ‘‘Excusable Delays’’ or ‘‘Default,’’ as applicable. The Government will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

The Centers for Medicare & Medicaid Services (CMS) is responsible for the work conducted by the Partnership for Patients (PfP) initiative. The PfP is a priority initiative designed to reduce all-cause preventable inpatient harm by 40% and readmissions by 20%. The PfP will facilitate the goals of this initiative through the use of Hospital Engagement Networks (HENs). The priority of the HENs will be to focus on the ten areas of harm identified in the Statement of Work. Although the HENs will not limit its work to these areas and will pursue the reduction of all-cause preventable harm, these focus areas are those for which content has been developed, learning activities conducted, and made available to hospitals participating in the partnership. The Hospital Engagement Network (HEN) may address additional forms of preventable harm not limited to, but including, this core set.

- Adverse drug events (ADE)
    1. HENs with participating hospitals that have a primarily adult population must report measures related to opioid safety, anticoagulation safety, and glycemic management, at a minimum.
    2. HENs with participating hospitals that have a primarily pediatric population must report measures related to opioids and two additional measures impactful to pediatric patients, at a minimum. Hospitals with a primarily adult population are also encouraged to report on these pediatric-related areas, in addition to those listed in (a).
- Catheter-associated urinary tract infections (CAUTI), in all hospital settings, including avoiding placement of catheters, both in the ER, and in the hospital.
- Central line-associated blood stream infections (CLABSI), in all hospital settings, not just Intensive Care Units (ICUs)
- Injuries from falls and immobility
- Obstetrical adverse events, including Early Elective Delivery (EED) reduction. Obstetrical adverse events are to include, at a minimum, obstetrical hemorrhage, and preeclampsia treatment and management to prevent morbidity and mortality.
- Pressure ulcers
- Surgical site infections, to include measurement and improvement of SSI for multiple classes of surgeries
- Venous thromboembolism (VTE), including, at a minimum, all surgical settings
- Ventilator-Associated Events (VAE), to include Infection-related Ventilator-Associated Complication (IVAC) and Ventilator-Associated Condition (VAC)
- Readmissions

In addition to these core ten topics, HENs are expected to address all other forms of preventable patient harm in pursuit of safety across the board. HENs are expected to detail their plans to address these other forms of harm, including at a minimum the bold aims, measures, and evidence-based best practices they propose to put in place. The PfP recognizes that the pediatric population has unique needs as they relate to these other forms of preventable harm. Therefore, HENs supporting pediatric hospitals and pediatric wards within general hospitals may choose to augment and delineate an alternative program of work to address highest risk harms specific to the pediatric population, including readmissions.

Additionally, the following are some topics HENs may consider in addressing other harms:

1. Severe Sepsis and Septic Shock
2. Hospital Culture of Safety that fully integrates patient safety with worker safety
3. Iatrogenic Delirium
4. Clostridium Difficile (C. Diff.), including antibiotic stewardship
5. Undue Exposure to Radiation

6. Airway Safety
7. Failure to Rescue

Through coordinated efforts with industry and experts in the field of medicine, CMS has an interest in testing models such as large improvement networks aimed at rapidly studying, and identifying alternative methodologies and care models for bringing about rapid change and improvements in patient care. In support of the PfP, the HEN will engage the hospital, provider and broader care-giver communities to quickly implement well-tested, evidence-based, and measured best practices; the end result of the overall initiative shall be reduction in hospital-based harm and preventable readmissions for our beneficiary population. Provided in Section J, Attachment 1 is a document outlining the overall goals of the PfP and the expected impact on the Medicare and Medicaid populations as well as the impact on the broader population. Further information on other work in the PfP arena and other contracts in support of PfP may be found at Section J, Attachment 2.

C.2 Purpose

The success of the HEN shall, in large part, be assessed through objective measurement of the incidence of the ten core events. The HENs will be required to coordinate their efforts with government and other contractor personnel involved in the PfP while performing tasks of this contract as defined in the requirements below. In order to successfully perform this contract, the HENs must host various training sessions for hospitals engaged in ongoing improvement projects. While it is anticipated that the HENs will engage in methods such as webinars, meetings, and conferences to accomplish the work as defined in this contract, it must be noted that this is a performance-based contract; the expectation is that the contractors will specify in detail the methods they plan to use to meet the requirements as established by the Government.

C.3 REQUIREMENTS

TASK ONE: FINALIZE THE DESIGN OF THE PFP HOSPITAL BASED CAMPAIGN

The contractor shall finalize its project design for the rollout and implementation of the PfP hospital-based intensive improvement program. The design report shall provide extensive detail of how the HEN will conduct activities required under the PfP. Additional detail will be provided as a result of the kick-off meeting with the Government personnel and information shared regarding the National Content Developer (NCD) contract. NOTE: The NCD contractor is accountable under a separate contract for the development of the campaign materials that will be provided to the HEN contractors.

The plan shall identify critical milestones, timelines, and activities to be performed by the HEN in order to engage and educate hospitals in learning collaborative to share best practices for the reduction of patient harm. The plan shall identify significant items such as, but not limited to:

- The HEN will enroll hospital participants in its activities with the intent to ensure that no duplication of effort exists between the HEN and any other CMS quality improvement program (e.g. QIN-QIOs). Additional details regarding this requirement are noted under Task Six. The HEN shall develop a plan that addresses actions to be taken by the HEN in the event it cannot engage a particular hospital or a hospital drops out of the HEN's learning collaborative efforts;

- The methodology employed by the HEN to develop collaborative learning networks and successfully coordinate and deliver ongoing learning sessions, dissemination of educational materials, and oversight of work in the PfP performed by hospitals as a result of the HEN educational campaign;

- The manner in which the HEN will coordinate with and communicate with the NCD to obtain the necessary materials and to provide feedback on the response to the materials

after each training session;

- The manner in which the HEN will reach out and coordinate with other impacted entities and/or stakeholders in the PfP arena;

- The approach planned by the HEN to engage the various hospitals (e.g., face-to-face meetings, large conferences, monthly webinars) to address and foster improvements in ten (10) core adverse events (J-3). The HEN shall be required to address all ten core adverse events to support the ongoing spread of evidence-based best practices; and

- The plans for the HEN to keep the government personnel up-to-date on status and ongoing lessons learned; this section should summarize how the HEN will address to resolution any issues that may arise throughout this contract based upon their expert knowledge of the materials, the issues, and the hospital community.

Subtask 1.1: Develop Management Plan/Quality Plan

As part of the HEN's response to the Request for Proposal (RFP), the HEN shall submit a draft Management Plan (MP) for review and comment by the PfP. Additional detail may be provided based on the feedback from Government personnel. The HEN will be required to present the final version of the MP at the Kick Off meeting, which shall be scheduled to occur no less than fourteen calendar days following contract award. The MP shall provide extensive detail on how the HEN plans to conduct the activities of the contract. A key feature of a successful plan will include how the HEN plans to address and incorporate lessons learned from any previous quality improvement experience, and/or large-scale improvement activities.

In addition to the Management Plan, HENs shall be responsible for developing a Quality Assurance Plan that illustrates how they will track progress through the period of performance and address course corrections that they deem necessary.

Subtask 1.2: Recruitment of Hospitals

In the first phase of the PfP program, the initiative recruited over 3,700 hospitals. As a part of the continuation, we envision that the program would maintain and/or increase the current level of participation. The PfP intends to extend the existing test.. The overall Partnership for Patients program goal remains to recruit the active participation of 100% of short-stay, acute care hospitals in the U.S.

The HEN shall submit a recruitment and retention plan detailing the HEN's plan to recruit and retain hospitals. The plan shall also describe the HEN's ability, and on-boarding process, to bring on additional hospitals, while avoiding duplication. The HEN shall implement this plan immediately following approval by the PfP. The HEN shall secure hospital Senior Leadership commitment to the aims of the PfP, with emphasis on the reduction of hospital-acquired conditions and all-cause 30-day readmissions. The recruitment and retention plan shall be submitted to the PfP COR within 10 business days of contract award. All activity related to recruitment shall be completed within 60 calendar days of contract award, and a final report submitted to CMS detailing participating hospitals.

TASK TWO: CONDUCT TRAINING

The contractor shall conduct training activities that address at a minimum, each of the ten (10) core topics, including hospital-acquired conditions, and all-cause 30-day readmissions. The contractor shall develop and present training on hospital-acquired conditions and patient readmission and shall share those with the NCD and other PfP participants. Meeting schedules and locations must support and foster widespread participation in events. The amount and types of trainings conducted should afford all enrolled hospitals an opportunity to participate in as many training sessions as necessary to cover the topics. Applicants shall describe a proposed mix of training events (that will include in-person meetings,

conference calls, webinars, and other meeting formats) and describe why its proposed mix is both effective and efficient in providing training opportunities.

The contractor shall collaborate with the NCD to obtain educational materials to support training activities. The HEN may produce additional training support materials to augment or enhance NCD materials. When necessary the HEN shall collaborate with the NCD to obtain licensure or certification required to utilize educational materials obtained from participant hospitals. Educational materials may include webinars, educational brochures, DVDs, CDs, and various other forms of educational media deemed appropriate by the HEN.

The contractor shall provide the government with a schedule of proposed training events identifying the HAC/readmission issue being addressed.

TASK THREE: TECHNICAL ASSISTANCE & SUPPORT TO HOSPITALS

The HEN, in coordination with the NCD, shall provide technical assistance to participant hospitals to ensure that methods proposed to reduce the ten core events are implemented among hospital participants. Such technical assistance may include establishing learning collaborative, developing data sharing networks, developing mechanisms to support peer to peer training among hospitals, conducting conference calls, and conducting site visits to participating hospitals. These activities must be conducted to ensure hospital engagement and continuous participation in all PfP improvement efforts.
The contractor shall assist and monitor the reduction in perinatal harm plan within their HEN. These activities must be conducted to ensure hospital engagement and continuous participation in all PfP improvement efforts.

Subtask 3.1: Action on Readmissions

The HEN shall develop and begin implementing a plan, within 30 days of contract award, to focus on reducing readmissions. The PfP will review and approve the plan prior to implementation by the HEN. The plan, at a minimum, shall include a major campaign push to reduce readmissions through December 2015. Many Partnership for Patients established partners and programs could be part of this plan including Quality Improvement Networks (QINs), CCTP program sites, various types of ACOs, Area Agencies on Aging, and others.

Subtask 3.2: Disparities

The PfP is in action to address and track healthcare disparities, and the HEN shall engage its network in activities to reduce healthcare disparities. These activities may include engaging hospital leadership in discussions to encourage addressing and tracking healthcare disparities in harm and readmissions. HENs are encouraged to:

1. Work with hospitals to standardize the collection of REAL patient data (e.g. race, ethnicity, age, language).
2. Work with hospitals to utilize the REAL patient data to identify disparities in patient health outcomes, including harm and readmissions.
3. Leverage REAL data to drive down all areas of harm.

Subtask 3.3: Patient and Family Engagement

The HENs will work to focus and incorporate patient and family engagement into their harm reduction program of work. HENs shall measure and report on the following proven best practices in the area of patient and family engagement that have emerged as part of the PfP campaign, including at a minimum in the following five areas:

1. Implementation of a **planning check list for patients known to be coming to the hospital;**
2. Conducting **shift change huddles** and **bedside reporting** with patients and families;
3. Designation of an accountable leader in the hospital who is responsible for patient and family

engagement;

4. Hospitals having an active **Patient & Family Engagement Committee or other committees where patients are represented;**
5. One or more patient representatives serving on the hospital Board of Directors.

TASK FOUR: MEASURE AND TRACK HOSPITAL PERFORMANCE

The HEN shall establish and implement a system to track and monitor hospital progress towards operational and quality improvement goals. Within this task, the HEN shall at a minimum collect operational metrics, and improvement metrics amongst participating hospitals.

The HEN shall collect data to track improvements in care delivered by hospitals participating in the collaborative efforts of the HEN (e.g., process and outcome measures associated with hospital improvements); the data collection plan must be in compliance with HIPAA as well as FISMA as defined in Sections H and I of this contract;

To complete the measurement and tracking task the HEN shall establish a set of "improvement measures" for each improvement project. Based on lessons learned over the past three years, CMS has fostered convergence on the following set of commonly reported, nationally-standardized measures:

Adverse Event Area	Measure
Early Elective Delivery (EED)	Perinatal Care (PC)-01 Elective Delivery (NQF 0469)
OB-Other	OB Trauma (PSI-18 and PSI-19) ◆ Vaginal deliveries with instrument ◆ Vaginal deliveries without instrument
Catheter-Associated Urinary Tract Infection (CAUTI)	National Healthcare Safety Network (NHSN) CAUTI Outcome Measure (NQF 0138) Standardized Infection Ratio (SIR) ◆ Intensive Care Unit (ICU) Units, excluding Neonatal Intensive Care Unit (NICU) ◆ ICU + Other units
	Catheter utilization ratio (catheter days per 10,000 patient days)
	Note: NHSN data and/or ICD-9 definition, including a minimum of codes 599.0 and 996.64
Central Line-Associated Blood Stream Infection (CLABSI)	NHSN CLABSI Outcome Measure (NQF 0139) (SIR) ◆ ICU Units, including NICU ◆ ICU + Other units
	CLABSI utilization ratio (central line days per 10,000 patient days)
Falls	Falls with injury (NQF 0202) ◆ All acute care units
Pressure Ulcers (PrUl)	PrU rate, Stages 3+ (Agency for Healthcare Research & Quality [AHRQ] PSI-03) PrU prevalence (hospital-acquired) (NQF 0201) (Stage 2+)

Adverse Event Area	Measure
Venous Thromboembolism (VTE)	Post-Operative pulmonary embolism (PE) or deep vein thrombosis (DVT) rate (AHRQ PSI-12)
	Note: VTE measurements in the national goal shall consist of all surgical patients
SSI	American College of Surgeons – Centers for Disease Control and Prevention (ACS-CDC) Harmonized Procedure Specific SSI Outcome Measure (NQF 0753) (SIR) ◆ Colon surgeries ◆ Abdominal hysterectomy
	Same as above for: ◆ Total hip replacements ◆ Total knee replacements
	Note: SSI national measurement considers all procedures; therefore, the HEN interventions and measurement shall cover multiple classes of surgeries
Ventilator-Associated Event (VAE)	Ventilator-Associated Condition [VAC] Infection-Related Ventilator-Associated Complication [IVAC]

HENs are expected to utilize and report at least 88% (15 out of 17) of the measures indicated above. In addition, HENs shall provide baseline information based on 2010 data for each area of focus. Due to the need to improve CAUTI, the HEN is required to track the urinary (Foley) catheter utilization rate, or utilization ratio.

Unless the contractor can provide a strong argument to do otherwise, each improvement project shall include at least one process measure and one outcome measure for each of the 10 harms and readmissions priorities. (Outcome measures need not be risk adjusted.) Relevant educational resources related to basic statistics as applied to quality improvement projects, and the role of measurement in improvement projects shall be deployed to hospitals.

The government has a need to obtain data at the hospital level to better ascertain the level of attribution to PfP-aligned versus non-PfP-aligned hospital locations. As such, the HEN shall provide hospital-level, as well as aggregate, data to the government for all data reports it submits to the PfP under this contract. This will include, but is not limited to, names and locations of hospital participants and non-participants within its jurisdiction, as well as operational metrics and improvement measure results. To protect the interests of industry, HENs will have latitude to report this information identified by hospital name OR via a de-identified marker (e.g., by an assigned number).

Subtask 4.1: Cost Savings as a Result of HEN Activities

The HEN shall measure and report estimates of cost savings and the return on investment linked to their activities. The HEN shall report estimated cost savings related to harm reduction activities in the HEN's monthly report.

TASK FIVE: ONGOING STATUS UPDATES

The HEN will be responsible for providing ongoing ad hoc status information at the request of the COR as well as formal **monthly and mid-year** reports to CMS/CMMI staff to address progress issues and lessons

learned during the performance period, as well as ascertain interim results on the established targets as defined by CMS in conjunction with the evaluation contractor. For the mid-year 2015 monthly status report, CMS requires that the HEN document the progress of their hospitals towards achieving interim targets, consistent with achieving the 40/20 goals, and the contract evaluation criteria. CMS will populate the evaluation criteria with the updated interim targets.

Monthly reports must include an update on operational metrics **describing the participation status** among hospital participants. At a minimum the **monthly** report must include the following metrics:

- Number, name, and location (city, state) of hospitals that have joined the contractor's improvement network;
- Number, name, and location (city, state) of hospitals participating in each improvement projects;
- Percent of applicable hospitals participating in major training sessions or meetings (to be tracked for each such event); and
- Number, name, and location (city, state) of hospitals participating in each improvement projects that have submitted all available improvement measure data
- Number, name, and location (city, state) of hospitals participating in each improvement projects that have achieved significant level of improvement using agreed upon standards across HENs
- Estimated amount of cost savings attained as a quantitative result of PfP activities.

The mid-year report shall include information on the status of the project, including aggregate data on hospital progress on improvement measures for each project. Additionally, noteworthy aggregate improvements and milestones, identification of areas of outstanding improvement, and identification of areas where progress has not been made, shall be addressed. The report shall provide information to the government on successes, failures, pitfalls and areas of improvement in each requirement performed by the HEN.

TASK SIX: COLLABORATION, ALIGNMENT, AND COORDINATION WITH PfP PARTICIPANTS AND STAKEHOLDERS ON QUALITY IMPROVEMENT ACTIVITIES

The HEN shall ensure that there are appropriate and well-documented coordination mechanisms in place to ensure that resources are used in the most efficient manner, and that improvement activities with the HEN member hospitals do not become duplicative with the activities of other CMS partners, such as the QIN-QIOs. The contractor shall coordinate with other PfP participants and stakeholders including the QIN-QIO community (regional QIO-QINs, BFCC-QIO and BFCC-NCC partners) and the Community Based Care Transitions Program (CCTP) where applicable, to collect and share data and other elements necessary to implement, operate, and evaluate the PfP, and to achieve the shared aims of the projects. These collaborative efforts should include the coordination of activities to synergize partnering entities' contributions to harm reduction, as well as environmental scans of recruited hospitals to prevent unnecessary burden with regard to programming and reporting. HENs are also expected to leverage the collective momentum on patient and family engagement achieved by these different stakeholders, and work to connect where possible to provide continuity of the processes that support patient and family engagement.

In their proposal, the HEN shall document steps to encourage synergy and prevent duplication, and the additional steps the HEN will take to maximize synergy and prevent duplication between the HEN, QIN-QIOs and others. In addition, documentation of work and additional Plans to Maximize Synergy & Prevent Duplication shall be provided to CMS within 30 calendar days of contract award. Ongoing documentation of all communication and collaborative efforts to reduce duplication of effort shall also be included in each monthly and mid-year report.

In particular, electronic copies of monthly, mid-year, and annual progress reports shall be made available to the Program Evaluation contractor and the National Content Developer through submission into the

CMS ART system by the designated due date, and the contractor shall respond to email and phone inquiries from the Evaluation contractor in a reasonable timeframe, and cooperate with evaluator requests for information or access to staff.

TASK SEVEN: HOSPITAL LEADERSHIP COMMITMENT TO THE AIMS OF THE PFP WITH SPECIFIC EMPHASIS ON CAUTI REDUCTION

1. The HEN shall strive to secure a signed commitment, within 45 business days of contract award, from each participating hospital Chief Executive Officer/Chief Medical Officer or equivalent senior leader that renews the hospital senior leadership commitment to the aims of the Partnership for Patients (PfP), especially for CAUTI reduction.
2. The HEN shall develop and implement a robust plan that addresses the reduction of CAUTI, including specific projects to decrease catheter utilization (see #3 below). HENs are also encouraged to leverage the Targeted Assessment for Prevention (TAP) strategy provided by the Centers for Disease Control (CDC) to further target their interventions.
3. The improvement literature suggests that avoiding unnecessary urinary (bladder) catheter use is one of the most important proven interventions in the prevention of CAUTI. The HEN shall work with its network of hospitals to establish protocols and interventions to decrease unnecessary placement of urinary catheters. These activities may include, but not be limited to, identifying and deploying interventions to be shared with its member hospitals that prompt removal of unnecessary urinary catheters, and removal of necessary urinary catheters at the earliest possible moment after they are no longer necessary.

TASK EIGHT: PREPARE A FINAL REPORT

The HEN shall be responsible for the preparation of a final report at the conclusion of the base year. This report shall provide information to the government on successes, failures, pitfalls and areas of improvement in each requirement performed by the HEN. The report shall also provide recommended next steps to the government for the continuation of the work in both the option year of this particular contract and the work possibly under new contracts in support of PfP.

The final report shall describe the activities carried out during the base year, and provide a detailed description of lessons learned regarding best methods to identify and solve problems in improving inpatient safety processes. The report will be reviewed and evaluated by CMS, and the contractor will make revisions as needed. The contractor shall deliver final versions of all training materials developed in the project to CMS in a format that may be easily reproduced and disseminated. The annual report for the final year of the project will summarize all of the activities during the entire contract.

SECTION D - PACKAGING AND MARKING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with the Statement of Work. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

FAR Reference	Title	Date
52.246-4	Inspection of Services-Fixed Price	Aug 1996

E.2 INSPECTION AND ACCEPTANCE

a. All work under this contract is subject to inspection and final acceptance by the Contracting Officer or the fully authorized representative of the Government.

b. The Contracting Officer's Representative (COR) is a duly authorized representative of the Government and is responsible for inspection and acceptance of all items to be delivered under this contract.

c. Inspection and acceptance of the Contractor's performance shall be in accordance with the applicable FAR clauses in Section E.1 above.

d. All items to be delivered to the COR will be deemed to have been approved 30 calendar days after date of delivery, except as otherwise specified in this contract, if written approval or disapproval has not been given within such period.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

FAR Reference	Title	Date
52.242-15	Stop - Work Order	AUG 1989
52.242-17	Government Delay of Work	APRIL 1984

F.2 ITEMS TO BE FURNISHED AND DELIVERY SCHEDULE

a. All deliverables required under this contract shall be packaged, marked and shipped in accordance with Statement of Work. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

b. The Contractor shall submit all required deliverables and reports in accordance with the following schedule. Reports submitted under the contract shall reference and cite the contract number and identify CMS as the sponsoring agency.

c. All deliverables shall be in compliance with the requirement of Section 508 (Rehabilitation Act). Details of Section 508 are referenced in Section H.13.

Task	Deliverable	Recipient	Date
1	Project Design Report (Draft)	COR	45 calendar days of contract award
1	Project Design Report (Final)	COR	60 calendar days of contract award
1.2	Recruitment and Retention Plan to Add New Hospitals	COR	10 business days of contract award
1.2	Recruitment and Retention Report (Final)	COR	60 calendar days of contract award
2	Training Schedule	COR	60 calendar days of contract award
3.1	Readmission Plan	COR	30 calendar days of contract award
5	Monthly Status Report	COR	9th day of each month, or next business day
5	Special Report on Interim Target Attainment	COR	Mid-Year
5	Mid-Year Status Report	COR	Mid-Year
6	Plan to Maximize Synergy and Prevent Duplication	COR	30 calendar days of contract award
8	Leadership Engagement and CAUTI Action Plan	COR	60 calendar days of contract award
9	Annual Report Draft	COR	330 calendar days of contract award
9	Annual Report Final	COR	360 calendar days of contract award

Specific dates for deliverable submission will be included upon award.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA (TO BE DETERMINED UPON CONTRACT AWARD)

Accounting Commitment No:	TBD
Appropriation:	TBD
Object Class:	TBD
Office Code:	TBD
CAN:	TBD
Amount:	TBD

G.2 PAYMENTS – INVOICES - Firm Fixed Price Contracts (AUG 2013)

a. GENERAL: The Contractor may submit to the Government an invoice for payment in accordance with the instructions below.

b. METHOD OF PAYMENT: CMS shall only make an electronic payment of invoices in accordance with FAR 52.232-33, Payments by Electronic Funds Transfer – System for Award Management. In order to receive payments, the contractor shall register in the System for Award Management (SAM) database, in accordance with FAR 52.204-7, System for Award Management. Failure to register in SAM may prohibit CMS from making payments to your organization.

ADDRESS CHANGES: The contractor shall notify CMS' Division of Accounting Operations of all EFT and address changes in SAM via the following email address: CCRChanges@cms.hhs.gov.

c. CONTENT OF INVOICE - Invoices shall include, at a minimum:

- Contractor's name and address;
- Contractor's Tax Identification Number (TIN);
- Contractor's DUNS Number;
- Invoice date;
- Invoice Number to include the designation of the Contract Payment Category Type as follows: **Contract Payment Category Type II**
- Contract and Order Number, as applicable;
- Contract line item number and/or Subcontract line item number;
- Description, quantity, unit of measure, unit price and extended price of the items actually delivered or services rendered;
- Shipping and payment terms;
- Terms of any discount for prompt payment offered;
- Other substantiating documentation or information as required by the contract;
- Name, title, phone number and complete mailing address of responsible official to whom payment is to be sent;

- Name, title, phone number of person to notified in the event of a defective invoice; and,
- Period of performance or delivery date of goods or services provided.

d. MAILINGS: Invoices shall be submitted as follows:

1. **ELECTRONIC MAIL:** The contractor shall submit an electronic copy of the invoice to both of the following individuals:
   - Contract Specialist – xxxx.xxxxx@CMS.HHS.Gov; and
   - COR - xxxx.xxxxx@CMS.HHS.Gov.

2. **REGULAR MAIL:** An original and one (1) hard copy shall be submitted to the address below:

   Department of Health & Human Services
   Centers for Medicare & Medicaid Services
   OFM/Division of Accounting Operations
   P.O. Box 7520
   Baltimore, MD 21207-0520

3. **OVERNIGHT MAIL:** If the contractor chooses to use an overnight mail carrier, the original and one (1) hard copy of the invoice shall be submitted to the address below:

   Department of Health & Human Services
   Centers for Medicare & Medicaid Services
   OFM/Division of Accounting Operations
   7500 Security Boulevard/Mailstop: C3-11-03
   Baltimore, MD 21244-1850

e. PAYMENTS: The Government shall make payment of all invoices in accordance with

- FAR 52.232-1 Payments, and
- FAR 52.212-4 Contract Terms and Conditions – Commercial Items (If applicable)

upon acceptance by the Contracting Officer's Representative (COR) in accordance with the applicable FAR Inspection and Acceptance clause and the Contracting Officer's approval, as appropriate.

Reimbursement for invoices submitted under this contract shall be made not later than thirty (30) calendar days after receipt of an acceptable invoice from the Contractor in the copies requested at the paying office designated above. Any discrepancies determined as a result of the audit could delay the processing of the invoice and may result in the invoice being returned to the Contractor for corrections.

f. INTEREST ON OVERDUE PAYMENT

The Prompt Payment Act, Public Law 97-177 (96 Stat.85.31 U.S.C. 1801) is applicable to payments under this contract and requires the payment of interest on payments made more than 30 calendar days after receipt of an invoice by the Division of Accounting Operations.

Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The following Contracting Officer's Representative (COR) will represent the Government for the purpose of this contract:

TBD

The Contracting Officer's Representative (COR) is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and compliance with all substantive project objectives; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; (5) assisting in the resolution of technical problems encountered during performance; and (6) providing technical direction in accordance with Section G-6; and, (7) reviewing of invoices/vouchers.

The COR does not have authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Contracting Officer's Representative (COR) designation.

G.4 TECHNICAL DIRECTION

a. Performance of the work under this contract shall be subject to the technical direction of the COR. The term "Technical Direction" is defined to include, without limitation, the following:

   1. Directions to the Contractor that redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual statement of work.

   2. Provision of information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work description.

   3. Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.

b. Technical direction must be within the general Statement of Work stated in the contract. The Contracting Officers Representative does <u>not have</u> the authority to, and may not issue, any technical directions which:

   1. Constitutes an assignment of additional work outside the general Statement of Work of the contract.

   2. Constitutes a change as defined in:

      52.243-1 CHANGES - FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)

3. In any manner causes an increase or decrease in the total estimated contract cost, fixed-fee, or the time required for contract performance.

4. Change any of the expressed terms, conditions, or specifications of the contract.

c. All technical direction shall be issued in writing by the Contracting Officers Representative or shall be confirmed by him/her in writing within 5 working days after issuance.

d. The Contractor shall proceed promptly with the performance of technical direction duly issued by the Contracting Officer Representative in the manner prescribed by this article and within his/her authority under the provisions of this article.

e. If, in the opinion of the Contractor, any instruction or direction issued by the COR is within one of the categories as defined in (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract, accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his/her opinion, the technical direction is within the scope of this contract. The Contractor shall thereupon proceed immediately with the instructions or direction or upon the contract action to be taken with respect thereto and shall be subject to the provision of the contract clause entitled "Disputes."

G.5 CONTRACTING OFFICER RESPONSIBILITY

In accordance with FAR 52.202-1 Definitions (JUL 2004), the term Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority delegated by the Contracting Officer.

Notwithstanding any of the other provisions of this Contract, the Contracting Officer shall be the ONLY individual authorized to:

a. enter into and commit/bind the Government by contract for supplies or services;

b. accept nonconforming work or waive any requirement of this Contract;

c. authorize reimbursement to the Contractor for any costs incurred during the performance of the Contract, and

d. modify any term or condition of this Contract, i.e., make any changes in the Statement of Work; modify/extend the period of performance; change the delivery schedule.

G.6 CONTRACTOR PAST PERFORMANCE EVALUATION(S) (OCT 2014)

a. **General**:

In accordance with Federal Acquisition Regulation (FAR) 42.15, Contractor Performance Information, past performance evaluations shall be prepared at least annually and at the time the work under a contract or order is completed. Additional interim performance evaluations may be prepared at

Contracting Officer discretion, as necessary.

CMS will utilize the Contractor Performance Assessment Reporting System (CPARS), the Governmentwide evaluation reporting tool for all past performance reports on contracts and orders, as appropriate. CPARS is a secure Internet website located at https://www.cpars.gov.

b. **CPARS Process**:

1. **CPARS Training**: Contractors may obtain CPARS training material and register for on-line training https://www.cpars.gov.

2. **Post-Award Contract Registration**: CMS is responsible for registering the contract in CPARS within 30 calendar days of contract award. The Contractor shall:

   i. Designate at least one (1) point of contact that will be responsible for serving as the Contractor's Representative (CR). Additional CRs may also be identified; and,
   ii. Provide the CMS Contract Specialist with the name(s) and email address(es) of the CPARS point(s) of contact.

   Once CMS registers the contract in CPARS, the CR(s) will receive an automated CPARS email message that contains User IDs and instructions for creating a password for future past performance evaluation processing.

3. **Interim, Annual and Final Past Performance Evaluation Reports**:

   a. **Issuing the Evaluation**: Once the CMS Assessing Official (AO) issues an evaluation to the Contractor in CPARS, the CR(s) will receive an email instructing them to login to CPARS to review the evaluation.

   b. **Contractor Comments:** The CR has the option to provide comments on the evaluation, indicate if they concur or do not concur with the evaluation, sign, and then return the evaluation to the AO. The CR has a total of 60 days following the AO's evaluation signature date to submit comments. If the CR submits comments within the first 14 days following the AO's signature date and the AO closes the evaluation, the evaluation will become available in Past Performance Information Retrieval System - Report Card (PPIRS-RC) within 1 day.

   On day 15 following the AO's evaluation signature date, the evaluation will become available in PPIRS-RC with or without CR comments and whether or not it has been closed by the AO. If no CR comments have been sent and the evaluation has not been closed, it will be marked as "Pending" in PPIRS-RC.

   If the CR sends comments at any time prior to 61 days following the AO's evaluation signature date, those comments will be reflected in PPIRS-RC within 1 day. On day 61 following the AO's evaluation signature date, the CR will be "locked out" of the evaluation and may no longer send comments.

G.7 HHSAR 352.242-70 KEY PERSONNEL (JAN 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of

the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the Contractor or Government.

All proposed substitutions must be submitted, in writing, to CMS at least thirty (30) days prior to the proposed substitution or as soon as reasonably known. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume and any other information required by CMS. All proposed substitutions must have qualifications equal to or greater than the person(s) being replaced.

When key personnel positions are vacated due to unforeseen circumstances, a proposed replacement shall be submitted in writing for approval no later than 30 calendar days from the date the position was vacated. Interim replacements should be identified when a permanent replacement cannot be identified within this time frame. The Centers for Medicare & Medicaid Services (CMS) may consider a 60-day interim replacement until a permanent replacement is secured.

The following individual is considered “key” under this contract:

NAME	LABOR CATEGORY
TBD	Project Director

G.8 SUBCONTRACT CONSENT

(a) For the purposes of this contract, consultants are considered subcontractors.

(b) To facilitate the review of a proposed subcontract by the Contracting Officers Representative and the Contracting Officer, the Contractor shall submit the information required by the FAR Clause 52.244-2 (JUN 2007) entitled, "Subcontracts" and FAR Clause 52.244-5, “Competition in Subcontracting (DEC 1996) to the Contracting Officer. The Contracting Officer shall review the request for subcontract approval and the Contracting Officers Representative 's recommendation and advise the Contractor of his/her decision to consent to or dissent from the proposed subcontract, in writing.

(c) Consent is hereby granted to the following subcontracts:

TBD

G.9 SUBCONTRACTING REPORTING (ONLY FOR LARGE BUSINESSES)

The Contractor shall report all subcontract awards to small, small disadvantaged, women-owned, HUBZones, and service-disabled veteran-owned small business concerns. The reports shall be prepared using the electronic Subcontracting Reporting System (eSRS) via the internet at http://www.esrs.gov. The Individual Subcontracting Report (ISR), formerly SF294, shall be submitted as follows:

Reporting Period	Report Due	Due Date
Oct 1 – Mar 31	SF 294 (ISR)	Apr 30
Apr 1 – Sept 30	SF 294 (ISR)	Oct 30
Oct 1 – Sept 30	SF 295 (SSR)	Oct 30
Contract Completion	OF 312 (If required)	30 days after completion

G.10 SUBCONTRACTING PROGRAM FOR SMALL AND DISADVANTAGED BUSINESSES

In accordance with FAR 19.704, Subcontracting Plan Requirements, the subcontracting plan submitted for work under this contract with small, disadvantaged, woman-owned, HUBZone, veteran-owned and service-disabled veteran-owned small business concerns, shall be approved by the Contracting Officer and incorporated as Attachment J of this contract and made a part hereof. Contractors should strive to achieve the following Dept. of Health and Human Services minimum small business utilization goals when developing its small business subcontracting plan:

Small Business	**33%**
Small Disadvantaged Business	**5%**
Women-Owned Small Business	**5%**
HubZone	**3%**
Veteran Owned Small Business	**3%**
Service Disabled Veteran Owned Small Business	**3%**

G.11 RESERVED

G.12 DISSEMINATION, PUBLICATION AND DISTRIBUTION OF INFORMATION

a. Data and information either provided to the Contractor, or to any subcontractor or generated by activities under this contract or derived from research or studies supported by this contract, shall be used only for the purposes of the contract. It shall not be duplicated, used or disclosed for any purpose other than the fulfillment of the requirements set forth in this contract. This restriction does not limit the contractor's right to use data or information obtained from a non-restrictive source. Any questions concerning "privileged information" shall be referred to the Contracting Officer.

b. Some data or information may require special consideration with regard to the timing of its disclosure so that preliminary findings which could create erroneous conclusions are not stimulated. Also, some data or information, which relate to policy matters under consideration by the Government, may also require special consideration with regard to the timing of its disclosure so that the open and vigorous debate, within the government, of possible policy options is not damaged.

c. Any questions about use or release of the data or information or handling of material under this contract shall be referred to the Contracting Officer who must render a written determination. The Contracting Officer's determinations will reflect the results of internal coordination with appropriate program and legal officials.

d. Written advance notice of at least forty-five (45) days shall be provided to the Contracting Officer of the Contractor's desire to release findings of studies or research or data or information described above. If the Contractor disagrees with the Contracting Officer's determination, and if this disagreement cannot be settled by the Contractor and the Contracting Officer in a mutually satisfactory manner, then the issue will be settled pursuant to the "Disputes" clause.

e. Any presentation of any report, statistical or analytical material based on information obtained from this contract shall be subject to review by the COR before dissemination, publication, or distribution. Presentation includes, but is not limited to, papers, articles, professional publications, speeches, testimony or interviews with public print or broadcast media. This

does not apply to information that would be available under the Federal Freedom of Information Act.

f. The COR review shall cover accuracy, content, manner of presentation of the information, and also the protection of the privacy of individuals. If the review finds that the Privacy Act is or may be violated, the release/use of the presentation shall be denied until the offending material is removed or until the Contracting Officer makes a formal determination, in writing, that the privacy of individuals is not being violated.

g. If the review shows that the accuracy, content, or manner of presentation is not correct or is inappropriate in the light of the purpose of the project, the COR shall immediately inform the Contractor, in writing, of the nature of the problem. If the Contractor disagrees, the COR may insist that the presentation contain, in a manner of equal importance, materials which show the government's problem with the presentation.

h. The Contractor agrees to acknowledge support by CMS whenever reports of projects funding, in whole or in part, by this contract are published in any medium. The Contractor shall include in any publication resulting from work under this contract, an acknowledgement substantially, as follows:

"The analyses upon which this publication is based were performed under Contract Number [ ], entitled, "[ ]," sponsored by the Centers for Medicare & Medicaid Services, Department of Health and Human Services."

Any deviation from the above legend shall be approved, in writing, by the Contracting Officer.

G.13 DATA TO BE DELIVERED

a. Any working papers, interim reports, data given by the Government or first produced by the Contractor under the contract or collected or otherwise obtained by the Contractor under the contract, or results obtained or developed by the Contractor (subcontractor or consultants) pursuant to the fulfillment of this contract are to be delivered, documented, and formatted as directed by the Contracting Officer.

b. In addition, information and/or data, which are held by the Contractor related to the operation of their business and/or institution and which are obtained without the use of Federal funds, shall be considered “PROPRIETARY DATA” and are not subject data to be delivered under this contract.

G.14 PROPERTY ADMINISTRATION

General:

The CMS Contract Property Administrator, Property and Distribution Management Section, Division of General Services, at (410) 786-6462, located at 7500 Security Blvd., Baltimore, Md. 21244, is hereby designated the property administration function for this contract. The Contractor agrees to furnish information regarding Government Property to the Property Administrator in the manner and to the extent required by the Property Administrator, his duly designated successors, and in accordance with FAR Part 45 and DHHS Manual entitled, Contractor's Guide for Control of Government Property, (2007).

If equipment is procured in order to provide services, CMS will retain title to the equipment.

CMS must be notified as part of the itemized billing arrangement if there is an equipment acquisition, included in the cost of the contract.
All original tapes, video, CD ROM(s), manual, brochures, pamphlets shall remain the property of the CMS. The Contractor shall provide to CMS all final, complete and editable web-based training course files.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 RESERVED

H.2 RESTRICTIONS AGAINST DISCLOSURE

(a) The Contractor agrees to keep all information it gathers or analyzes or information the Government in the course of this contract/task order/delivery order furnishes in the strictest confidence. The Contractor also agrees that Government-provided information marked "For Official Use Only," "Confidential", or "Proprietary" must also be similarly protected and shall take all reasonable measures necessary to prohibit access to such information by any such person other than those Contractor employees needing such information to perform the work, i.e., on a need-to-know basis.

(b) The Contractor shall immediately notify the Contracting Officer in writing in the event it has been determined or the Contractor has reason to suspect a breach of this requirement.

(c) The Contractor shall require that all employees and consultants who are given access to such information sign a confidentiality and nondisclosure statement agreeing to safeguard the confidentiality of all such information gathered or provided to them hereunder as an integral condition of their employment.

(d) Upon the Government's written request, the Contractor shall provide the Contracting Officer with plans and procedures to ensure the confidentiality and physical security of information gathered or provided hereunder.

(e) The Contractor may "gather and analyze" information that is not furnished or owned by the Government. Such information shall not be subject to the restrictions in this clause.

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

The information and direction provided in this section apply to all HEN 2.0 prime, and all-tier subcontractors. Information contained in this section complies with FAR 9.5 and may be considered in both pre-and post-award Contracting Officer determinations.

The primary purpose of this is to aid in ensuring that the Contractor (1) does
not have any unfair competitive advantage over other parties in the competition for this contract, and (2) is not biased because of its current or planned interest (financial, organizational, or otherwise) which relate to the work under this contract.

The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliate organizations or their successors in interest (hereinafter collectively referred to as the "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity.

Advisory, consulting, analytical, evaluation, or study work, including the preparation of statements of work and specifications:

(i) If the Contractor performs advisory, consulting, analytical, evaluation, study, or similar work under this contract, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the Contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts.

Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not

perform any such work under this contract on any of its products or services, or the products or services of another firm for which the Contractor performs similar work. Nothing in this subparagraph shall preclude the Contractor from competing for HHS management and technical support services follow-on contracts.

(ii) If the Contractor under this contract assists substantially in the preparation of a Statement of Objectives or specifications, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such Statement of Objectives or specifications. The Contractor shall not incorporate its products or services in such Statement of Objectives or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

Access to the use of information:

(i) If the Contractor in the performance of this contract obtains access to information, such as HHS plans, policies, reports, studies, financial plans, or data which has not been released to the public, the Contractor agrees not to (a) use such information for any private purpose unless the information has been released to the public; (b) disclose such information for a period of six (6) months after the completion of this contract, or the release of such information to the public, whichever is first; (c) submit an unsolicited proposal to the Government which is based on such information until one (1) year after the release of such information to the public; or (d) release such information without prior written approval by the Contracting Officer.

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data or other confidential technical, business or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it first produces under this contract for its private purposes provided that, as of the date of such use, all data requirements of this contract have been met.

Subcontracts. The Contractor shall include this clause, including this paragraph, in subcontracts of any tier. The use of this clause in such subcontracts shall be read by substituting the word "Subcontractor" for the word "Contractor" whenever the word "Contractor" appears.

Remedies: For breach of the above restrictions or for non-disclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract, the Government may, at no cost, terminate the contract, disqualify the Contractor for subsequent related contractual efforts, and pursue other remedies as may be permitted by law or this contract.

Waiver. Any request for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interest of the Government, the government shall grant such waiver in writing.

Definitions. The term "management and technical support services" includes any advice, assistance, analysis, consultation, evaluation, examination, report, review, study, survey, or similar assistance, including providing assistance in procurement and related activities, to support any program or their operations of CMS.

It is the responsibility of the HEN 2.0 contractor, at any time during the life of the contract, to identify if there is a perceived or real conflict of interest based upon the work under a particular task order, the umbrella contract and other work of the prime or subcontractors outside of this contract. With the reporting, the HEN 2.0 contractor must provide a mitigation plan subject to the Contracting Officer’s approval.

H.4 CONTRACTOR TERMINATION CMS BUILDING PASS

In the event that the contractor terminates an employee working on this contract, or an employee working on this contract voluntarily leaves the employment of the contractor and that employee has been issued a contractor's badge by CMS for access to CMS Buildings; The contractor shall immediately take the following actions:

- Secure the CMS contractor's badge from the employee;
- Formally advise the contracting officer that the individual is no longer an employee of the contractor, and;

- Return the badge with the notification to the contracting officer.

H.5 SECURITY CLAUSE-BACKGROUND-INVESTIGATIONS FOR CONTRACTOR PERSONNEL

A. If applicable, Contractor personnel performing services for CMS under this contract, task order or delivery order shall be required to undergo a background investigation. CMS will pay for the background investigations.

B. After contract award, the CMS COR and the Emergency Management & Response Group (EMRG), with the assistance of the Contractor, shall perform a position-sensitivity analysis based on the duties contractor personnel shall perform on the contract, task order or delivery order. The results of the position-sensitivity analysis will determine first, whether the provisions of this clause are applicable to the contract and second, if applicable, determine each position's sensitivity level (i.e., high risk, moderate risk or low risk) and dictate the appropriate level of background investigation to be processed. Investigative packages may contain the following forms:

1. SF-85, Questionnaire for Non-Sensitive Positions, 09/1995
2. SF-85P, Questionnaire for Public Trust Positions, 09/1995
3. OF-612, Optional Application for Federal Employment, 12/2002
4. OF-306, Declaration for Federal Employment, 01/2001
5. Credit Report Release Form
6. FD-258, Fingerprint Card, 5/99, and
7. CMS-730A, Request for Physical Access to CMS Facilities (NON-CMS ONLY), 11/2003.

C. The Contractor personnel shall be required to undergo a background investigation commensurate with one of these position-sensitivity levels:

(i) High Risk (Level 6)

Public Trust positions that would have a potential for exceptionally serious impact on the integrity and efficiency of the service. This would include computer security of a major automated information system (AIS). This includes positions in which the incumbent's actions or inaction could diminish public confidence in the integrity, efficiency, or effectiveness of assigned government activities, whether or not actual damage occurs, particularly if duties are especially critical to the agency or program mission with a broad scope of responsibility and authority.

Major responsibilities that would require this level include:

a. development and administration of CMS computer security programs, including

direction and control of risk analysis and/or threat assessment;
b. significant involvement in mission-critical systems;
c. preparation or approval of data for input into a system which does not necessarily involve personal access to the system but with relatively high risk of causing grave damage or realizing significant personal gain;
d. other responsibilities that involve relatively high risk of causing damage or realizing personal gain;
e. policy implementation;
f. higher level management duties/assignments or major program responsibility; or
g. independent spokespersons or non-management position with authority for independent action.

Approximate cost of each investigation: $3,500

(ii) Moderate Risk (Level 5)

Public Trust positions that have potential for moderate to serious impact on the integrity and efficiency of the service, including computer security. These positions involve duties of considerable importance to the CMS mission with significant program responsibilities that could cause damage to large portions of AIS. Duties involved are considerably important to the agency or program mission with significant program responsibility, or delivery of service. Responsibilities that would require this level include:

a. the direction, planning, design, operation, or maintenance of a computer system and whose work is technically reviewed by a higher authority at the High Risk level to ensure the integrity of the system;
b. systems design, operation, testing, maintenance, and/or monitoring that are carried out under the technical review of a higher authority at the High Risk level;
c. access to and/or processing of information requiring protection under the Privacy Act of 1974;
d. assists in policy development and implementation;
e. mid-level management duties/assignments;
f. any position with responsibility for independent or semi-independent action; or
g. delivery of service positions that demand public confidence or trust.

Approximate cost range of each investigation: $150 - $2,600

(iii) Low Risk (Level 1)

Positions having the potential for limited interaction with the agency or program mission, so the potential for impact on the integrity and efficiency of the service is small. This includes computer security impact on AIS.

Approximate cost of each investigation: $100

D. The Contractor shall submit the investigative package(s) to the EMRG within three (3) days after being advised by the EMRG of the need to submit packages. Investigative packages shall be submitted to the following address:

Centers for Medicare & Medicaid Services
Office of Operations Management
Emergency Management & Response Group
Mail Stop SL-13-15
7500 Security Boulevard
Baltimore, Maryland 21244-1850

E. The Contractor shall submit a copy of the transmittal letter to the Contracting Officer (CO).

F. Contractor personnel shall submit a CMS-730A (Request for Badge) to the EMRG. The Contractor and the COR shall obtain all necessary signatures on the CMS-730A prior to any Contractor employee arriving for fingerprinting and badge processing.

G. The Contractor must appoint a Security Investigation Liaison as a point of contact to resolve any issues of inaccurate or incomplete form(s). Where personal information is involved, EMRG may need to contact the contractor employee directly. The Security Investigation Liaison may be required to facilitate such contact.

H. After EMRG fingerprints contractor personnel and issues them a temporary CMS identification badge, the EMRG will send their completed investigative package to the Office of Personnel Management (OPM). OPM will conduct the background investigation. Badges will be provided by EMRG while contractor personnel investigative forms are being processed. The Contractor remains fully responsible for ensuring contract, task order or delivery order performance pending completion of background investigations of contractor personnel.

I. EMRG shall provide written notification to the CO with a copy to the COR of all suitability decisions. The shall then notify the Contractor in writing of the approval of the Contractor's employee(s), at that time the Contractor's employee(s) will receive a permanent identification badge. Contractor personnel who the EMRG determines to be ineligible may be required to cease working on the contract immediately.

J. The Contractor shall report immediately in writing to EMRG with copies to the CO and the COR, any adverse information regarding any of its employees that may impact their ability to perform under this contract, task order or delivery order. Reports should be based on reliable and substantiated information, not on rumor or innuendo. The report shall include the contractor employee's name and social security number, along with the adverse information being reported.

K. Contractor personnel shall be provided an opportunity to explain or refute unfavorable information found in an investigation to EMRG before an adverse adjudication is made. Contractor personnel may request, in writing, a copy of their own investigative results by contacting:

Office of Personnel Management
Freedom of Information
Federal Investigations Processing Center
PO Box 618
Boyers, PA 16018-0618.

L. At the Agency's discretion, if an investigated contractor employee leaves the employment of the contractor, or otherwise is no longer associated with the contract, task order, or delivery order within one (1) year from the date the background investigation was completed, then the Contractor may be required to reimburse CMS for the full cost of the investigation. Depending upon the type of background investigation conducted, the cost could be approximately $100 to $3,500. The amount to be paid by the Contractor shall be due and payable when the CO submits a written letter notifying the Contractor as to the cost of the investigation. The Contractor shall pay the amount due within thirty (30) days of the date of the CO's letter by check made payable to the "United States Treasury." The Contractor shall provide a copy of the CO's letter as an attachment to the

check and submit both to the Office of Financial Management at the following address:

Centers for Medicare & Medicaid Services
PO Box 7520
Baltimore, Maryland 21207

M. The Contractor must immediately provide written notification to EMRG (with copies to the CO and the COR) of all terminations or resignations of Contractor personnel working on this contract, task order or delivery order. The Contractor must also notify EMRG (with copies to the CO and the COR) when a Contractor's employee is no longer working on this contract, task order or delivery order.

N. At the conclusion of the contract, task order or delivery order and at the time when a contractor employee is no longer working on the contract, task order or delivery order due to termination or resignation, all CMS-issued parking permits, identification badges, access cards, and/or keys must be promptly returned to EMRG. Contractor personnel who do not return their government-issued parking permits, identification badges, access cards, and/or keys within 48 hours of the last day of authorized access shall be permanently barred from the CMS complex and subject to fines and penalties authorized by applicable federal and State laws.

H.6 WORK PERFORMED OUTSIDE THE CONTINENTAL UNITED STATES AND ITS TERRITORIES (OCONUS)

The contractor, and its subcontractors, shall not perform any activities under this contract at a location OCONUS (outside the continental United States), including the transmission of data or other information OCONUS, without the prior written approval of the Contracting Officer. The factors that the Contracting Officer will consider in making a decision to authorize the performance of work OCONUS include, but are not limited to the following:

- All contract terms regarding system security;
- All contract terms regarding the confidentiality and privacy requirements for information and data protection;
- All contract terms that are otherwise relevant, including the provisions of the Statement of Objectives and what is defined in the technical requirements of a particular task order;
- All laws and regulations applicable to the performance of work OCONUS;
- Concurrence from the CMS SEMG Director or designee; and,
- The best interest of the Government.

In requesting the Contracting Officer's authorization to perform work OCONUS, the contractor must demonstrate that the performance of the work satisfies all of the above factors. If, in the Contracting Officer's judgment, the above factors are not fully satisfied, the performance of work OCONUS will not be authorized.

H.7 Reserved

H.8 HHSAR 352.224-70 PRIVACY ACT (JAN 2006)

This contract requires the Contractor to perform one or more of the following:
(a) design; (b) develop; or (c) operate a federal agency system of records to accomplish an

agency function in accordance with the Privacy Act of 1974 (Act) [**5 U.S.C. 552a(m)(1)**] and applicable agency regulations. The term "system of records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties [**5 U.S.C. 552a(i)**]. The Contractor shall ensure that each of its employees knows the prescribed rules of conduct and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as Department of Health and Human Services employees. These provisions also apply to all subcontracts the Contractor awards under this contract which require the design, development or operation of the designated system(s) of records [**5 U.S.C. 552a(m)(1)**]. The contract work statement: (a) identifies the system(s) of records and the design, development, or operation work the Contractor is to perform; and (b) specifies the disposition to be made of such records upon completion of contract performance.

H.9 HIPPA BUSINESS ASSOCIATE CLAUSE (OCT 2013)

All Protected Health Information (PHI), as defined in 45 C.F.R. §160.103, that is relevant to this Contract, shall be administered in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA," 42 U.S.C. § 1320d), as amended, as well as the corresponding implementing regulations and this HIPAA Business Associate Clause.

a. Definitions:

All terms used herein and not otherwise defined, shall have the same meaning as in HIPAA, as amended, and the corresponding implementing regulations. Non-HIPAA related provisions governing the Contractor's duties and obligations, such as those under the Privacy Act and any applicable data use agreements, are generally covered elsewhere in the Contract.

The following definitions apply to this Contract Clause:

"**Business Associate**" shall mean the Contractor (and/or the Contractor's subcontractors or agents) if/when it uses individually identifiable health information on behalf of CMS, i.e. PHI, to carry out CMS' HIPAA-covered functions.

"**Covered Entity**" shall mean the portions of CMS that are subject to the HIPAA Privacy Rule.

"**Secretary**" shall mean the Secretary of the Department of Health & Human Services or the Secretary's designee.

b. Obligations and Activities of Business Associate:

Except as otherwise provided in this Contract, Business Associate, as defined above, shall only use or disclose PHI on behalf of, or to provide services to, Covered Entity in accordance with this Contract and the HIPAA Privacy and Security Rules.

Business Associate shall document in writing the policies and procedures that will be used to meet HIPAA requirements. The policies and procedures shall include the following, at a minimum:

1. Business Associate shall <u>not</u>:

    a. Use or disclose PHI that is created, received, maintained or transmitted by Business Associate from, or on behalf of, Covered Entity other than as permitted or required by this Contract or as required by law;

b. Sell PHI; or,

c. Threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any individual for:

i. Filing a complaint under 45 CFR § 160.306;

ii. Testifying, assisting or participating in an investigation, compliance review, proceeding or hearing under 45 CFR Part 160; or

iii. Opposing any act or practice that is unlawful under HIPAA, provided there is a good faith belief that the practice is unlawful, the manner of opposition is reasonable, and the opposition does not involve the disclosure of PHI in violation of subpart E of Part 164.

2. Business Associate shall:

a. Have a security official who will be responsible for development and implementation of its security policies and procedures, including workforce security measures, to ensure proper security awareness and training (including security incident response and reporting), and security incident procedures, in accordance with this Contract, including this HIPAA Business Associate Clause and the Contract's clause entitled "CMS Information Security."

b. Use administrative, physical and technical safeguards to prevent use or disclosure of PHI created, received, maintained or transmitted by Business Associate from, or on behalf of Covered Entity only as provided for by this Contract. In doing so, it shall implement policies and procedures to address the following and, where applicable, ensure that such policies and procedures are also in conformance with this Contract's clause entitled "CMS Information Security:"

i. Prevent, detect, contain and correct security violations through the use of:
   1. Risk analyses (including periodic technical and nontechnical evaluations);
   2. Appropriate risk management strategies, including system activity review;
   3. Information access procedures for approving individual's access rights to PHI (including the implementation of workforce security measures to ensure continued appropriate role-based access to PHI), and technical policies and procedures to ensure compliance with grants of access (including unique user identification and tracking of users) and;
   4. The imposition of sanctions for violations.

ii. Limit physical access to its electronic information systems and the facility or facilities in which they are housed.

iii. Implement policies, procedures and physical security measures that will limit access to PHI through workstations and other devices, including access through mobile devices.

iv. Implement media controls covering the movement of devices containing PHI within or outside of the Business Associate's facility as well as the disposal and reuse of media containing PHI.

v. Implement appropriate administrative, physical and technical safeguards that

reasonably and appropriately protect the confidentiality, integrity and availability (including the use of contingency plans) of any electronic protected health information ("EPHI") it creates, receives, maintains or transmits from, or on behalf of the Covered Entity to prevent impermissible use, disclosure, maintenance or transmission of such EPHI. In the establishment of such safeguards, Business Associate shall consider its size, complexity and capabilities, as well as its technical infrastructure, and its hardware and software security capabilities.

c. Assess, and implement, where appropriate, any addressable implementation specifications associated with applicable PHI security standards.

d. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Contract.

e. Comply with the following Incident Reporting:

(a) Report to Covered Entity any security incident/breach involving unsecured PHI, of which it becomes aware, including those of its agents and subcontractors. The Business Associate shall report any violation of the terms of this contract involving PHI and any security incidents/breaches involving unsecured PHI to CMS within one (1) hour of discovery in accordance with the CMS Risk Management Handbook (RMH), specifically "RMH Vol II Procedure 7-2 Incident Handling Procedure" and "RMH Vol III Standard 7-1 Incident Handling." These procedures can be found at http://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Information-Security-Library.html In addition, the Business Associate will also notify the CMS Contracting Officer and the Contracting Officer's Representative (COR) by email within one (1) hour of identifying such violation or incident.

(b) Upon Covered Entity's knowledge of any material security incident/breach by Business Associate, Covered Entity will provide an opportunity for Business Associate to cure the breach or end the violation consistent with the termination clause of this Contract. *See also* paragraph D. Term of Clause below.

f. Ensure that any agent or subcontractor agrees through a written contract, or other legally enforceable arrangement, to the same restrictions and conditions that apply through this HIPAA Contract Clause, when creating, receiving, maintaining or transmitting PHI from, or on behalf of, Covered Entity.

g. Upon Covered Entity's request:

i. Provide the Covered Entity or its designee with access to the PHI created, received, maintained or transmitted by Business Associate from or on behalf of the Covered Entity in the course of contract performance in order to ensure Covered Entity's ability to meet the requirements under 45 CFR § 164.524.

ii. Amend PHI as Covered Entity directs or agrees to pursuant to 45 CFR § 164.526.

h. Make its facilities and any books, records, accounts, and any sources of PHI, including any policies and procedures, that are pertinent to ascertaining its own compliance with this contract or the Covered Entity's compliance with the applicable HIPAA requirements, available to Covered Entity, or, in the context of an investigation or compliance review, to the Secretary for purposes of the Secretary determining

Covered Entity's compliance with the various rules implementing the HIPAA.

i. Document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

j. Provide to Covered Entity, or an individual identified by the Covered Entity, information collected under this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

k. Make reasonable efforts to limit the PHI it uses, discloses or requests to the minimum necessary to accomplish the intended purpose of the permitted use, disclosure or request.

c. Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

1. Limitation(s) in its Notice of Privacy Practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;

2. Changes in, or revocation of, permission by an Individual to use or disclose their PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and,

3. Restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d. Term of Clause

1. The term of this Clause shall be effective as of date of Contract award, and shall terminate when all of the PHI provided to Business Associate by the Covered Entity or a Business Associate of the Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity in accordance with “CMS Information Security” procedures. Business Associate shall not retain any PHI.

2. Security Incident/Breach:

Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall take action consistent with the terms of this Contract, and, as appropriate, the following:

i. Federal Acquisition Regulation (FAR) Contracts – Covered Entity may:

A. Terminate this Contract in accordance with FAR Part 49, Termination of Contracts, if the Business Associate does not cure the security incident/breach within the time specified by Covered Entity and/or cure is not possible; or,

B. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

ii. Other Agreements –Covered Entity shall either:

A. Provide an opportunity for Business Associate to cure the breach or end the violation

consistent with the termination terms of this Contract. Covered Entity may terminate this Contract for default if the Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or,

B. Consistent with the terms of this Contract, terminate this Contract for default if Business Associate has breached a material term of this Contract and cure is not possible; or,

C. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

3. Returning or Destroying PHI:

Business Associate, as defined above, which includes subcontractors or agents of the Contractor, shall:

i. Upon expiration or termination of this Contract, for any reason, return or destroy all PHI received from Covered Entity or another Business Associate of the Covered Entity, as well as any PHI created, received, maintained or transmitted from or on behalf of Covered Entity, or another Business Associate of the Covered Entity, in accordance with this contract, including the “CMS Information Security” clause.

ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon such notice that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Contract to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

e. Miscellaneous

1. A reference in this Contract to a section in the Rules issued under HIPAA means the section as in effect or as amended.

2. The respective rights and obligations of Business Associate under paragraph D.3.b of the section entitled "Term of Clause" shall survive the termination of this Contract.

Any ambiguity in this Contract clause shall be resolved to permit Covered Entity to comply with he Rules implemented under HIPAA

H.10 CMS INFORMATION SECURITY (APR 2013)

All CMS information shall be protected from unauthorized access, use, disclosure, duplication, modification, diversion, or destruction, whether accidental or intentional, in order to maintain the security, confidentiality, integrity, and availability of such information. Therefore, if this contract requires the Contractor to provide services (both commercial and non-commercial) for Federal Information/Data, to include any of the following requirements:

- Process any Information/Data; or
- Store any Information/Data (includes “Cloud” computing services); or
- Facilitate the transport of Information/Data; or
- Host/maintain Information/Data (including software and/or infrastructure developer/maintainers); or
- Have access to, or use of, Personally Identifiable Information (PII), including instances of remote access to, or physical removal of, such information beyond agency premises or control, the Contractor shall become and remain compliant

with the requirements set forth at the CMS Information Security website at https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security-Contract-Clause-Provision.html. The requirements cover **all** CMS contracts and associated deliverables, which are required on a "per Contractor" basis.

The Contractor shall ensure that the following Federal information security standards are met for all of its CMS contracts:

- **Federal Information Security Management Act (FISMA)** – FISMA information can be found at http://csrc.nist.gov/groups/SMA/fisma/index.html. FISMA requires each Federal agency to develop, document, and implement an agency-wide program to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source; and,
- **Federal Risk and Authorization Management Program (FedRAMP)** – FedRAMP information can be found at http://www.gsa.gov/portal/category/102371. The FedRAMP is a Government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

The Contractor shall include in all awarded subcontracts the FISMA/FedRAMP compliance requirements set forth at the CMS Information Security website at https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security-Contract-Clause-Provision.html.

H.11 OPEN GOVERNMENT PROACTIVE PRE-DISCLOSURE NOTIFICATION (AUG 2013)

In order to reduce the administrative burden of responding to Freedom of Information Act (FOIA) requests for high visibility/high public interest contracts throughout contract administration, the Contractor shall submit its review of the awarded contract (and contract modifications, if requested) for FOIA disclosure exemptions within thirty (30) calendar days of contract award. The review will substantiate "…Trade secrets and commercial or financial information obtained from a person and privileged or confidential…" information, in accordance with 5 U.S.C. §552 FOIA, Exemption (b)(4), which could reasonably be expected to cause substantial competitive harm.

Submissions: The Contractor shall submit one (1) Compact Disc (CD) or Digital Video Disc (DVD) with all 5 U.S.C. §552 FOIA, Exemption (b)(4), "…Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential…," otherwise known as public release/non-Confidential Business Information (non-CBI), with the information identified as follows:

a. CBI Highlighted Copy of Contract: One copy of the contract with all CBI highlighted for CMS FOIA review.

b. Contractor Proposed Redacted Public Release Copy of Contract: An additional copy of the contract will be provided for public release with all the identified information redacted. Redactions shall be made using "black" boxes, which cannot be removed or uncovered by a reader.

c. Pre-Disclosure Concerns - Comments/Rationale for Non-Disclosure of Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential: The Contractor

shall provide, in a separate file, rationale for why disclosure of "…Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential…" would cause the Contractor organization substantial competitive harm if disclosed to other entities. Rationale shall be provided for each individual recommended redaction. Generalized conclusions of competitive harm are not a sufficient basis for the CMS FOIA office to invoke the exemption and thereby protect the Contractor's interest.

All CD/DVDs shall be mailed to the CMS FOIA Officer (address below) within thirty (30) calendar days of contract award and within thirty (30) calendar days of a CMS request, i.e. existing or modified contracts. All CD/DVD files shall be submitted as Portable Document Format (.pdf) files.

CD/DVD and File Naming Conventions: The Contractor shall name the CD/DVD with the Contract Number and utilize the following CD/DVD file naming conventions:

HHSM-500-2013-xxxxxx – Highlighted
HHSM-500-2013-xxxxxx – Redacted
HHSM-500-2013-xxxxxx – Pre-Disclosure Concerns

CD/DVD shall be mailed to the CMS FOIA Officer at:

Centers for Medicare & Medicaid Services
Freedom of Information Act Office
ATTN: CMS FOIA Officer
Mailstop: N2-20-16
7500 Security Boulevard
Baltimore, MD 21244-1850

Copy– Correspondence Only (No CD/DVD):

Contracting Officer

Contracting Officer's Representative (COR)

It should be noted that the CMS FOIA Office makes the final determination as to what information is released to the public, after considering any feedback from OAGM and/or the Contractor.

H.12 SECTION 508, ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

A. This contract is subject to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the Workforce Investment Act of 1998 (P.L. 105-220). Specifically, subsection 508(a)(1) requires that when the Federal Government procures Electronic and Information Technology (EIT), the EIT must allow all Federal employees and individuals of the public with disabilities comparable access to and use of information and data that is provided to Federal employees and individuals of the public without disabilities.

B. The EIT accessibility standards at 36 CFR Part 1194 were developed by the Architectural and Transportation Barriers Compliance Board ("Access Board") and apply to contracts and task/delivery orders, awarded under indefinite quantity contracts on or after June 25, 2001.

C. Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CRF 1194), as specified in the contract, as a minimum. If the Contracting Officer determines any furnished

product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the non-compliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:

1. Cancellation of the contract, delivery or task order, purchase order, or line item without termination liabilities; or

2. In the case of custom EIT being developed by a Contractor for the Government, the Government shall have the right to have any necessary changes made or repairs performed, by itself, or by another firm for the non-compliant EIT, with the Contractor liable for reimbursement to the Government for any expenses incurred thereby.

D. The contractor must ensure that all EIT products that are less tan fully compliant with the accessibility standards are provided pursuant to extensive market research and are the most current compliant products or services available to satisfy this contract's requirements.

E. For every EIT product or service accepted under this contract by the Government that does not comply with 36 CRF 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal/effective option date, whichever shall occur first.

F. The contractor shall comply with the Rehabilitation Action, Section 508, Accessibility Standards as referenced below.

508 Standards: http://www.access-board.gov/sec508/standards.htm

Guide to Standards: http://www.access-board.gov/sec508/guide/index.htm

508 guide: http://cmsnet.cms.hhs.gov/hpages/cmm/dmsd/508Ref_Guide.doc

H.13 DUPLICATION OF EFFORT

The government has must make it clear that duplication of effort shall not be allowed as it relates to quality improvement efforts such as the HENs/QIO/QIN contracts, and TCPI grants.

The contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the contractor, whose responsibility it will be to account for it accordingly.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es)::

http://farsite.hill.af.mil/vffara.htm

52.203-3	GRATUITITES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES. (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES. (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007) http://oig.hhs.gov/fraud/report-fraud/index.asp
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011))
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (JUL 2013)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.209-6	PROTECHING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
52.209-7	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)
52.215-2	AUDIT AND RECORDS –NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2014)
52.219-9	SMALL BUSINESS SUBCONTRACTING (OCT 2014) PLAN ALT II (OCT 2001)
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUL 2014)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS. (FEB 2009)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
52.223-6	DRUG-FREE WORKPLACE. (MAY 2001)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.224-1	PRIVACY ACT NOTIFICATION. (APR 1984)
52.224-2	PRIVACY ACT. (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-14	RIGHTS IN DATA – GENERAL (MAY 2014)
52.229-3	FEDERAL, STATE AND LOCAL TAXES (FEB 2013)
52.232-1	PAYMENTS (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS. (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS. (MAY 2014)
52.232-25	PROMPT PAYMENT. (JUL 2013)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.233-1	DISPUTES. (MAY 2014)
52.233-3	PROTEST AFTER AWARD. (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-13	BANKRUPTCY. (JUL 1995)
52.243-1	CHANGES- FIXED PRICE – ALTERNATE I (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS. (OCT 2014)
52.246-25	LIMITATION OF LIABILITY - SERVICES. (FEB 1997)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT- (SERVICES) (SHORT FORM) (APR 1984)
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICES) (APR 1984)
52.253-1	COMPUTER GENERATED FORMS. (JAN 1991)

Health and Human Services Acquisition Regulation Clauses incorporated by reference:

352.202-1	DEFINITIONS. (JAN 2006)
352.203-70	ANTI-LOBBYING (JAN 2006)
352.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION
352.219-70	MENTOR-PROTÉGÉ PROGRAM (JAN 2010)
352.219-71	MENTOR-PROTÉGÉ PROGRAM REPORTING REQUIREMENTS (JAN 2010)
352.222-70	CONTRACTOR COOPERATION IN EQUAL EMPLOYMENT OPPORTUNITY INVESTIGATIONS (JAN 2010)
352.223-70	SAFETY AND HEALTH (JAN 2006)
352.231-71	PRICING OF ADJUSTMENTS (JAN 2001)

I.2 AUTHORIZED DEVIATIONS IN CLAUSES – FAR 52.252-6 (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____. [insert regulation name] (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.